

1 E. MARTIN ESTRADA  
United States Attorney  
2 BENJAMIN J. BARRON  
Assistant United States Attorney  
3 Chief, Santa Ana Branch Office  
CHARLES E. PELL (Cal. State Bar No. 210309)  
4 Assistant United States Attorney  
Santa Ana Branch Office  
5 United States Courthouse  
411 West Fourth Street, Suite 8000  
6 Santa Ana, California 92701  
Telephone: (714) 338-3542  
7 Facsimile: (714) 338-3561  
E-mail: charles.e.pell2@usdoj.gov

8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT  
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
12 SOUTHERN DIVISION

13 UNITED STATES OF AMERICA,  
14 Plaintiff,  
15 v.  
16 VANETDA CHAVETT WARD,  
17 Defendant.

No. 2:23-cr-00323-JFW

PLEA AGREEMENT FOR DEFENDANT  
VANETDA CHAVETT WARD

18  
19 1. This constitutes the plea agreement between VANETDA CHAVETT  
20 WARD ("defendant") and the United States Attorney's Office for the  
21 Central District of California (the "USAO") in the investigation of  
22 fraud against Bank of America and California EDD. This agreement is  
23 limited to the USAO and cannot bind any other federal, state, local,  
24 or foreign prosecuting, enforcement, administrative, or regulatory  
25 authorities.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:

28 a. Give up the right to indictment by a grand jury and,

1 at the earliest opportunity requested by the USAO and provided by the  
2 Court, appear and plead guilty to a two-count information in the form  
3 attached to this agreement as Exhibit A or a substantially similar  
4 form, which charges defendant with Conspiracy to Commit Bank Fraud,  
5 in violation of 18 U.S.C. § 1349 (count one) and identity theft in  
6 violation of 18 U.S.C. §§ 1028(a)(7), (b)(1)(D) (count two).

7 b. Not contest facts agreed to in this agreement.

8 c. Abide by all agreements regarding sentencing contained  
9 in this agreement.

10 d. Appear for all court appearances, surrender as ordered  
11 for service of sentence, obey all conditions of any bond, and obey  
12 any other ongoing court order in this matter.

13 e. Not commit any crime; however, offenses that would be  
14 excluded for sentencing purposes under United States Sentencing  
15 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
16 within the scope of this agreement.

17 f. Be truthful at all times with the United States  
18 Probation and Pretrial Services Office and the Court.

19 g. Pay the applicable special assessments at or before  
20 the time of sentencing unless defendant has demonstrated a lack of  
21 ability to pay such assessments.

22 h. Defendant agrees that any and all criminal debt  
23 ordered by the Court will be due once the period of supervised  
24 release commences. The government is not precluded from pursuing, in  
25 excess of any payment schedule set by the Court, any and all  
26 available remedies by which to satisfy defendant's payment of the  
27 full financial obligation, including referral to the Treasury Offset  
28 Program.

1 i. Complete the Financial Disclosure Statement on a form  
2 provided by the USAO and, within 30 days of defendant's entry of a  
3 guilty plea, deliver the signed and dated statement, along with all  
4 of the documents requested therein, to the USAO by either email at  
5 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
6 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
7 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
8 criminal debt shall be assessed based on the completed Financial  
9 Disclosure Statement and all required supporting documents, as well  
10 as other relevant information relating to ability to pay.

11 j. Authorize the USAO to obtain a credit report upon  
12 returning a signed copy of this plea agreement.

13 k. Consent to the USAO inspecting and copying all of  
14 defendant's financial documents and financial information held by the  
15 United States Probation and Pretrial Services Office.

16 THE USAO'S OBLIGATIONS

17 3. The USAO agrees to:

18 a. Not contest facts agreed to in this agreement.

19 b. Abide by all agreements regarding sentencing contained  
20 in this agreement.

21 c. At the time of sentencing, provided that defendant  
22 demonstrates an acceptance of responsibility for the offenses up to  
23 and including the time of sentencing, recommend a two-level reduction  
24 in the applicable Sentencing Guidelines offense level, pursuant to  
25 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
26 additional one-level reduction if available under that section.

27 d. Recommend that defendant be sentenced to a term of  
28 imprisonment no higher than the low end of the applicable Sentencing

1 Guidelines range, provided that the offense level used by the Court  
2 to determine that range is 18 or higher and provided that the Court  
3 does not depart downward in offense level or criminal history  
4 category. For purposes of this agreement, the low end of the  
5 Sentencing Guidelines range is that defined by the Sentencing Table  
6 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the  
7 term of imprisonment that may be permissible through the substitution  
8 of community confinement or home detention as a result of the offense  
9 level falling within Zone B or Zone C of the Sentencing Table.

10 NATURE OF THE OFFENSES

11 4. Defendant understands that for defendant to be guilty of  
12 the crime charged in count one of the information, that is,  
13 Conspiracy to Commit Bank Fraud, in violation of Title 18, United  
14 States Code, Section 1349, the following must be true: (1) there was  
15 an agreement between two or more persons to commit bank fraud in  
16 violation of Title 18, United States Code, Section 1344(2); and  
17 (2) defendant became a member of the conspiracy knowing of at least  
18 one of its objects and intending to help accomplish it. Defendant  
19 understands that the elements of the charged object of the  
20 conspiracy, Bank Fraud, in violation of Title 18, United States Code,  
21 Section 1344(2), are the following: (1) Defendant knowingly carried  
22 out a scheme or plan to obtain money or property from a financial  
23 institution by making false statements or promises; (2) Defendant  
24 knew that the statements or promises were false; (3) The statements  
25 or promises were material; that is, they had a natural tendency to  
26 influence, or were capable of influencing, a financial institution to  
27 part with money or property; (4) Defendant acted with the intent to  
28 defraud; and (5) The financial institution was federally insured.

1           5. Defendant understands that for defendant to be guilty of  
2 the crime charged in count two of the information, that is, identity  
3 theft, in violation of Title 18, United States Code, Sections  
4 1028(a)(7) and (b)(1)(D), the following must be true: (1) defendant  
5 knowingly possessed and used a means of identification of another  
6 person; (2) defendant did so without lawful authority; (3) defendant  
7 intended to commit bank fraud in violation of 18 U.S.C. § 1344; and  
8 (4) in the course of use or possession, the means of identification  
9 was transported in the mail. For the heightened statutory maximum in  
10 Section 1028(b)(1)(D) to apply, the government must prove that the  
11 offense involved the transfer, possession, or use of one or more  
12 means of identification where any individual who committed the  
13 offense obtained anything of value aggregating \$1,000 or more during  
14 any one year period.

15                           PENALTIES AND RESTITUTION

16           6. Defendant understands that the statutory maximum sentence  
17 that the Court can impose for a violation of Title 18, United States  
18 Code, Section 1349, as charged in count one of the indictment, is 30  
19 years' imprisonment; a three-year period of supervised release; a  
20 fine of \$1,000,000 or twice the gross gain or gross loss resulting  
21 from the offense, whichever is greatest; and a mandatory special  
22 assessment of \$100.

23           7. Defendant understands that the statutory maximum sentence  
24 that the Court can impose for a violation of Title 18, United States  
25 Code, Section 1028(a)(7), (b)(1)(D), is: 15 years' imprisonment; a  
26 three-year period of supervised release; a fine of \$250,000 or twice  
27 the gross gain or gross loss resulting from the offense, whichever is  
28 greatest; and a mandatory special assessment of \$100.

1       8. Defendant understands, therefore, that the total maximum  
2 sentence for all offenses to which defendant is pleading guilty is:  
3 45 years' imprisonment; a three-year period of supervised release; a  
4 fine of \$1,250,000 or twice the gross gain or gross loss resulting  
5 from the offenses, whichever is greatest; and a mandatory special  
6 assessment of \$200.

7       9. Defendant understands that defendant will be required to  
8 pay full restitution to the victim(s) of the offenses to which  
9 defendant is pleading guilty. Defendant agrees that, in return for  
10 the USAO's compliance with its obligations under this agreement, the  
11 Court may order restitution to persons other than the victim(s) of  
12 the offenses to which defendant is pleading guilty and in amounts  
13 greater than those alleged in the counts to which defendant is  
14 pleading guilty. In particular, defendant agrees that the Court may  
15 order restitution to any victim of any of the following for any  
16 losses suffered by that victim as a result: any relevant conduct, as  
17 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which  
18 defendant is pleading guilty. The parties currently believe that the  
19 applicable amount of restitution is approximately \$185,004.41, but  
20 recognize and agree that this amount could change based on facts that  
21 come to the attention of the parties prior to sentencing.

22       10. Defendant understands that supervised release is a period  
23 of time following imprisonment during which defendant will be subject  
24 to various restrictions and requirements. Defendant understands that  
25 if defendant violates one or more of the conditions of any supervised  
26 release imposed, defendant may be returned to prison for all or part  
27 of the term of supervised release authorized by statute for the  
28 offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than  
2 the statutory maximum stated above.

3 11. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury.  
7 Defendant understands that she is pleading guilty to a felony and  
8 that it is a federal crime for a convicted felon to possess a firearm  
9 or ammunition. Defendant understands that the convictions in this  
10 case may also subject defendant to various other collateral  
11 consequences, including but not limited to revocation of probation,  
12 parole, or supervised release in another case and suspension or  
13 revocation of a professional license. Defendant understands that  
14 unanticipated collateral consequences will not serve as grounds to  
15 withdraw defendant's guilty pleas.

16 12. Defendant and her counsel have discussed the fact that, and  
17 defendant understands that, if defendant is not a United States  
18 citizen, the convictions in this case make it practically inevitable  
19 and a virtual certainty that defendant will be removed or deported  
20 from the United States. Defendant may also be denied United States  
21 citizenship and admission to the United States in the future.  
22 Defendant understands that while there may be arguments that  
23 defendant can raise in immigration proceedings to avoid or delay  
24 removal, removal is presumptively mandatory and a virtual certainty  
25 in this case. Defendant further understands that removal and  
26 immigration consequences are the subject of a separate proceeding and  
27 that no one, including her attorney or the Court, can predict to an  
28 absolute certainty the effect of her convictions on her immigration



1 status. Defendant nevertheless affirms that she wants to plead  
2 guilty regardless of any immigration consequences that her pleas may  
3 entail, even if the consequence is automatic removal from the United  
4 States.

5 FACTUAL BASIS

6 13. Defendant admits that defendant is, in fact, guilty of the  
7 offenses to which defendant is agreeing to plead guilty. Defendant  
8 and the USAO agree to the statement of facts provided below and agree  
9 that this statement of facts is sufficient to support pleas of guilty  
10 to the charges described in this agreement and to establish the  
11 Sentencing Guidelines factors set forth in paragraph 15 below but is  
12 not meant to be a complete recitation of all facts relevant to the  
13 underlying criminal conduct or all facts known to either party that  
14 relate to that conduct.

15 From in or around June 2020 through at least September 2020,  
16 within the Central District of California, defendant knowingly and  
17 willfully participated in a conspiracy to defraud the California  
18 Employment Development Department (EDD) of more than \$200,000 of  
19 COVID-related unemployment funds under the Pandemic Unemployment  
20 Assistance (PUA) provision of the federal CARES Act, a provision that  
21 was designed to help unemployed individuals obtain unemployment  
22 insurance benefits as part of the nation's response to the economic  
23 harms caused by COVID-19. As a further object of that fraudulent  
24 conspiracy, defendant fraudulently obtained money from Bank of  
25 America (BoFA) by making false statements or promises, which she knew  
26 were false. While participating in the fraudulent conspiracy,  
27 defendant acted with the intent to defraud; that is, the intent to  
28 deceive and cheat.



1 In the fraudulent scheme, defendant and her co-conspirators  
2 would apply for benefits from California EDD in the names of third  
3 parties using false statements to qualify, and sometimes using stolen  
4 identities. Defendant would use Personally Identifiable Information  
5 (PII) of others in those fraudulent applications filed with EDD.  
6 During the fraudulent conspiracy, defendant would also send and  
7 receive text messages that contained PII, including names and dates  
8 of birth, of third parties.

9 Defendant would use her personal residence in Los Angeles, as  
10 well as a neighboring property, as the mailing addresses for a total  
11 of more than 15 fraudulent claims filed with California EDD from June  
12 2020 through August 2020, in the names of individuals A.C., S.M.,  
13 A.K., L.Y., S.C., S.K., K.C., J.P., T.J., J.M., T.N., E.A., L.A.,  
14 M.N., T.C., V.G., and defendant. Those fraudulent claims resulted in  
15 mailings of Electronic Bill Payment (EBP) debit cards administered by  
16 BofA that defendant and her co-conspirators subsequently used to  
17 access the fraudulently obtained benefits. During the scheme,  
18 defendant and her co-conspirators used EDD debit cards in other  
19 people's names to make a total of more than \$70,000 in cash  
20 withdrawals from ATMs, mostly at BofA.

21 Many of the claims for benefits in the fraudulent conspiracy  
22 falsely asserted that the named claimants were self-employed and  
23 negatively affected by the COVID-19 pandemic, thereby triggering  
24 eligibility for unemployment benefits under the PUA provision of the  
25 CARES Act. The unemployment claims submitted in furtherance of the  
26 conspiracy falsely reported to EDD that the named claimants were  
27 located at defendant's and other residences and worked in California,  
28 when in truth and fact, many of those claimants had never lived or

1 worked in California. Several of the purported claimants were  
2 deceased, and at least one claimant was incarcerated at the time that  
3 defendant caused the fraudulent claims to be filed with California  
4 EDD. Moreover, the false claims would list almost identical  
5 employment information. For example, most of the claim applications  
6 that used defendant's residential address reported their usual  
7 occupation as "baker." In addition, defendant filed a claim for her  
8 son K.C., who was just 9 years old at the time.

9 On or about August 15, 2020, defendant caused a PUA claim in the  
10 name of M.N. to be filed online with California EDD, which falsely  
11 reported that M.N. resided at defendant's residence. That claim also  
12 falsely reported that M.N. was a baker in Fresno County with an  
13 annual salary of \$75,000, and that M.N.'s purported employment was  
14 allegedly negatively impacted by COVID 19 beginning in March 2020.  
15 Defendant fraudulently used M.N.'s identity to file that claim,  
16 because M.N. did not know defendant and did not give defendant or  
17 anyone else permission to file any claim in M.N.'s name. In truth  
18 and in fact, at the time of that claim, M.N. lived in Missouri, and  
19 M.N. has never lived nor been employed in California. On or about  
20 August 16, 2020, California EDD issued a debit card in M.N.'s name,  
21 which was mailed to defendant's residence in Los Angeles and provided  
22 a total of \$22,800 in unemployment benefit funds.

23 Defendant and her co-conspirators would use the fraudulently  
24 obtained EDD debit cards in other people's names to withdraw cash  
25 from ATMs. On September 18, 2020, defendant used EBP debit card  
26 ending in 0538 in the name of S.M., a California prison inmate, to  
27 withdraw \$1,000 from a BofA ATM in Los Angeles, California.  
28 Defendant and co-conspirators used that card in S.M.'s name to

1 withdraw a total of approximately \$10,000 in cash withdrawals from  
2 ATMs. At the time that defendant made those cash withdrawals using  
3 the BofA debit card in S.M.'s name, BofA was federally insured. The  
4 claim filed in S.M.'s name was fraudulent, because S.M. was  
5 incarcerated at the time, and thus, ineligible for COVID-related  
6 unemployment benefits. Defendant also sent and received text  
7 messages about filing fraudulent claims in the names of people in  
8 prison, which were obtained by search warrants. For example, on  
9 August 3, 2020, defendant sent a text message to a co-conspirator,  
10 which wrote: "I got 2 guys in prison want edd I'm gonna have [a co-  
11 conspirator] do it I will pay u 1500 to do me 2 emails and passwords  
12 for them."

13 The parties agree that for purposes of this plea agreement, the  
14 intended loss applicable to defendant's participation in the bank  
15 fraud conspiracy is approximately \$239,854 based upon approximately  
16 17 fraudulent EDD claims, and during the fraudulent scheme, defendant  
17 possessed and used more than 10 means of identification of others.

#### 18 SENTENCING FACTORS

19 14. Defendant understands that in determining defendant's  
20 sentence the Court is required to calculate the applicable Sentencing  
21 Guidelines range and to consider that range, possible departures  
22 under the Sentencing Guidelines, and the other sentencing factors set  
23 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
24 Sentencing Guidelines are advisory only, that defendant cannot have  
25 any expectation of receiving a sentence within the calculated  
26 Sentencing Guidelines range, and that after considering the  
27 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
28 be free to exercise its discretion to impose any sentence it finds

appropriate up to the maximum set by statute for the crimes of conviction.

15. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Count one (bank fraud)

Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
\$150k < loss < \$250k:	+10	U.S.S.G. § 2B1.1(b)(1)(F)
>10 victims:	+2	U.S.S.G. § 2B1.1(b)(2)(A)
Possess >5 means of ID:	+2	U.S.S.G. § 2B1.1(b)(11)(C)

Count two (ID theft)

Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
\$150k < loss < \$250k:	+10	U.S.S.G. § 2B1.1(b)(1)(F)
>10 victims:	+2	U.S.S.G. § 2B1.1(b)(2)(A)
Possess >5 means of ID:	+2	U.S.S.G. § 2B1.1(b)(11)(C)

Multiple Count Adjustment

Group One (counts 1 and 2):	1 unit	U.S.S.G. § 3D1.4(a)
Total Units:	1 unit	

Combined total offense level

Greatest group offense level:	21	
Grouping increase:	+0	U.S.S.G. § 3D1.4
Acceptance of Responsibility	<u>-3</u>	U.S.S.G. § 3E1.1

**TOTAL OFFENSE LEVEL: 18**

The USAO will agree to a two-level downward adjustment for acceptance of responsibility (and, if applicable, move for an additional one-level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the conditions set forth in paragraph 3(c) are met and if defendant has not committed, and refrains from committing, acts constituting obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as

discussed below. Subject to paragraph 29 below, defendant and the USAO agree not to seek, argue, or suggest in any way, either orally or in writing, that any other specific offense characteristics, adjustments, or departures relating to the offense level be imposed. Defendant agrees, however, that if, after signing this agreement but prior to sentencing, defendant were to commit an act, or the USAO were to discover a previously undiscovered act committed by defendant prior to signing this agreement, which act, in the judgment of the USAO, constituted obstruction of justice within the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set forth in that section and to argue that defendant is not entitled to a downward adjustment for acceptance of responsibility under U.S.S.G. § 3E1.1.

16. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

17. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

18. Notwithstanding anything to the contrary in this agreement, defendant will not recommend, argue, or otherwise suggest that the Court impose a sentence of below 24 months of imprisonment.

#### WAIVER OF CONSTITUTIONAL RIGHTS

19. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if

1 necessary have the Court appoint counsel -- at trial. Defendant  
2 understands, however, that, defendant retains the right to be  
3 represented by counsel -- and if necessary have the Court appoint  
4 counsel -- at every other stage of the proceeding.

5 d. The right to be presumed innocent and to have the  
6 burden of proof placed on the government to prove defendant guilty  
7 beyond a reasonable doubt.

8 e. The right to confront and cross-examine witnesses  
9 against defendant.

10 f. The right to testify and to present evidence in  
11 opposition to the charges, including the right to compel the  
12 attendance of witnesses to testify.

13 g. The right not to be compelled to testify, and, if  
14 defendant chose not to testify or present evidence, to have that  
15 choice not be used against defendant.

16 h. Any and all rights to pursue any affirmative defenses,  
17 Fourth Amendment or Fifth Amendment claims, and other pretrial  
18 motions that have been filed or could be filed.

19 WAIVER OF RETURN OF DIGITAL DATA

20 20. Understanding that the government has in its possession  
21 digital devices and/or digital media seized from defendant, defendant  
22 waives any right to the return of digital data contained on those  
23 digital devices and/or digital media and agrees that if any of these  
24 digital devices and/or digital media are returned to defendant, the  
25 government may delete all digital data from those digital devices  
26 and/or digital media before they are returned to defendant.

27 WAIVER OF APPEAL OF CONVICTIONS

28 21. Defendant understands that, with the exception of an appeal

1 based on a claim that defendant's guilty pleas were involuntary, by  
2 pleading guilty defendant is waiving and giving up any right to  
3 appeal defendant's convictions on the offenses to which defendant is  
4 pleading guilty. Defendant understands that this waiver includes,  
5 but is not limited to, arguments that the statutes to which defendant  
6 is pleading guilty are unconstitutional, and any and all claims that  
7 the statement of facts provided herein is insufficient to support  
8 defendant's pleas of guilty.

9 WAIVER OF APPEAL AND COLLATERAL ATTACK

10 22. Defendant gives up the right to appeal all of the  
11 following: (a) the procedures and calculations used to determine and  
12 impose any portion of the sentence; (b) the term of imprisonment  
13 imposed by the Court, including, to the extent permitted by law, the  
14 constitutionality or legality of defendant's sentence, provided it is  
15 within the statutory maximum; (c) the fine imposed by the Court,  
16 provided it is within the statutory maximum; (d) the amount and terms  
17 of any restitution order, provided it requires payment of no more  
18 than \$500,000; (e) the term of probation or supervised release  
19 imposed by the Court, provided it is within the statutory maximum;  
20 and (f) any of the following conditions of probation or supervised  
21 release imposed by the Court: the conditions set forth in Second  
22 Amended General Order 20-04 of this Court; the drug testing  
23 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
24 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

25 23. Defendant also gives up any right to bring a post-  
26 conviction collateral attack on the convictions or sentence,  
27 including any order of restitution, except a post-conviction  
28 collateral attack based on a claim of ineffective assistance of



1 counsel, a claim of newly discovered evidence, or an explicitly  
2 retroactive change in the applicable Sentencing Guidelines,  
3 sentencing statutes, or statutes of conviction. Defendant  
4 understands that this waiver includes, but is not limited to,  
5 arguments that the statutes to which defendant is pleading guilty are  
6 unconstitutional, and any and all claims that the statement of facts  
7 provided herein is insufficient to support defendant's pleas of  
8 guilty.

9 24. This agreement does not affect in any way the right of the  
10 USAO to appeal the sentence imposed by the Court.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

12 25. Defendant agrees that if, after entering guilty pleas  
13 pursuant to this agreement, defendant seeks to withdraw and succeeds  
14 in withdrawing defendant's guilty pleas on any basis other than a  
15 claim and finding that entry into this plea agreement was  
16 involuntary, then the USAO will be relieved of all of its obligations  
17 under this agreement.

18 EFFECTIVE DATE OF AGREEMENT

19 26. This agreement is effective upon signature and execution of  
20 all required certifications by defendant, defendant's counsel, and an  
21 Assistant United States Attorney.

22 BREACH OF AGREEMENT

23 27. Defendant agrees that if defendant, at any time after the  
24 signature of this agreement and execution of all required  
25 certifications by defendant, defendant's counsel, and an Assistant  
26 United States Attorney, knowingly violates or fails to perform any of  
27 defendant's obligations under this agreement ("a breach"), the USAO  
28 may declare this agreement breached. All of defendant's obligations

1 are material, a single breach of this agreement is sufficient for the  
2 USAO to declare a breach, and defendant shall not be deemed to have  
3 cured a breach without the express agreement of the USAO in writing.  
4 If the USAO declares this agreement breached, and the Court finds  
5 such a breach to have occurred, then: (a) if defendant has previously  
6 entered guilty pleas pursuant to this agreement, defendant will not  
7 be able to withdraw the guilty pleas, and (b) the USAO will be  
8 relieved of all its obligations under this agreement.

9 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

10 OFFICE NOT PARTIES

11 28. Defendant understands that the Court and the United States  
12 Probation and Pretrial Services Office are not parties to this  
13 agreement and need not accept any of the USAO's sentencing  
14 recommendations or the parties' agreements to facts or sentencing  
15 factors.

16 29. Defendant understands that both defendant and the USAO are  
17 free to: (a) supplement the facts by supplying relevant information  
18 to the United States Probation and Pretrial Services Office and the  
19 Court, (b) correct any and all factual misstatements relating to the  
20 Court's Sentencing Guidelines calculations and determination of  
21 sentence, and (c) argue on appeal and collateral review that the  
22 Court's Sentencing Guidelines calculations and the sentence it  
23 chooses to impose are not error, although each party agrees to  
24 maintain its view that the calculations in paragraph 15 are  
25 consistent with the facts of this case. While this paragraph permits  
26 both the USAO and defendant to submit full and complete factual  
27 information to the United States Probation and Pretrial Services  
28 Office and the Court, even if that factual information may be viewed

1 as inconsistent with the facts agreed to in this agreement, this  
2 paragraph does not affect defendant's and the USAO's obligations not  
3 to contest the facts agreed to in this agreement.

4 30. Defendant understands that even if the Court ignores any  
5 sentencing recommendation, finds facts or reaches conclusions  
6 different from those agreed to, and/or imposes any sentence up to the  
7 maximum established by statute, defendant cannot, for that reason,  
8 withdraw defendant's guilty pleas, and defendant will remain bound to  
9 fulfill all defendant's obligations under this agreement. Defendant  
10 understands that no one -- not the prosecutor, defendant's attorney,  
11 or the Court -- can make a binding prediction or promise regarding  
12 the sentence defendant will receive, except that it will be within  
13 the statutory maximum.

14 NO ADDITIONAL AGREEMENTS

15 31. Defendant understands that, except as set forth herein,  
16 there are no promises, understandings, or agreements between the USAO  
17 and defendant or defendant's attorney, and that no additional  
18 promise, understanding, or agreement may be entered into unless in a  
19 writing signed by all parties or on the record in court.

20 ///

21 ///

22 ///

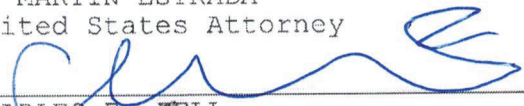
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

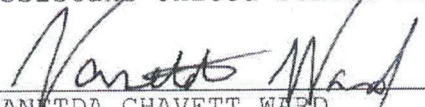
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

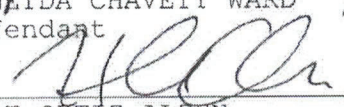
E. MARTIN ESTRADA  
United States Attorney

  
CHARLES E. PELL  
Assistant United States Attorney

06.27.2023  
Date

  
VANETTA CHAVETT WARD  
Defendant

6-26-2023  
Date

  
HOLT ORTIZ ALDEN  
DEPUTY FEDERAL PUBLIC DEFENDER  
Attorney for Defendant  
VANETTA CHAVETT WARD

06-26-2023  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those


1 contained in this agreement. No one has threatened or forced me in  
 2 any way to enter into this agreement. I am satisfied with the  
 3 representation of my attorney in this matter, and I am pleading  
 4 guilty because I am guilty of the charges and wish to take advantage  
 5 of the promises set forth in this agreement, and not for any other  
 6 reason.

7   
 8 VANETDA CHAVETT WARD  
 9 Defendant

6-26-2023<sup>VW</sup> 2023  
 Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am VANETDA CHAVETT WARD's attorney. I have carefully and  
 12 thoroughly discussed every part of this agreement with my client.  
 13 Further, I have fully advised my client of her rights, of possible  
 14 pretrial motions that might be filed, of possible defenses that might  
 15 be asserted either prior to or at trial, of the sentencing factors  
 16 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
 17 provisions, and of the consequences of entering into this agreement.  
 18 To my knowledge: no promises, inducements, or representations of any  
 19 kind have been made to my client other than those contained in this  
 20 agreement; no one has threatened or forced my client in any way to  
 21 enter into this agreement; my client's decision to enter into this  
 22 agreement is an informed and voluntary one; and the factual basis set  
 23 forth in this agreement is sufficient to support my client's entry of  
 24 guilty pleas pursuant to this agreement.

25   
 26 HOLT ORTIZ ALDEN  
 27 DEPUTY FEDERAL PUBLIC DEFENDER  
 28 Attorney for Defendant  
 VANETDA CHAVETT WARD

6-26-2023  
 Date

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
VANETDA CHAVETT WARD,  
  
Defendant.

No.

I N F O R M A T I O N

[18 U.S.C. § 1349: Conspiracy to  
Commit Bank Fraud; 18 U.S.C.  
§§ 1028(a)(7), (b)(1)(D): Unlawful  
Transfer, Possession, and Use of  
Means of Identification]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1349]

A. OBJECT OF THE CONSPIRACY

1. Beginning on an unknown date, and continuing through at least in or around September 2020, in Los Angeles County, within the Central District of California, and elsewhere, defendant VANETDA CHAVETT WARD knowingly conspired with others known and unknown to the United States Attorney to commit bank fraud, in violation of Title 18, United States Code, Section 1344(2).

B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

2. The object of the conspiracy was to be accomplished, in



1 substance, as follows:

2 a. Defendant WARD and her co-conspirators would submit  
3 fraudulent applications for California EDD unemployment benefits in  
4 other people's names to be filed using mailing addresses under  
5 defendant WARD's control, including her residence in Los Angeles,  
6 California.

7 b. Based upon those fraudulent applications, California  
8 EDD would mail debit cards and other correspondence to the addresses  
9 listed on the applications, including to defendant WARD's residence.

10 c. After the debit cards from California EDD were  
11 received, defendant WARD and her co-conspirators would use those EDD  
12 debit cards in the names of others to withdraw cash from Bank of  
13 America ATMs.

14 C. OVERT ACTS

15 3. In furtherance of the conspiracy, and to accomplish its  
16 object, defendant WARD, together with others known and unknown to the  
17 Grand Jury, on or about the date set forth below, committed and  
18 caused to be committed various overt acts, in the Central District of  
19 California, and elsewhere, including, but not limited to, the  
20 following:

21 Overt Act No. 1: On or about August 17, 2020, defendant WARD  
22 received a California EDD card in the name of M.N. at defendant  
23 WARD's residence, based upon a fraudulent application that had been  
24 filed using stolen identity M.N.

25 Overt Act No. 2: On or about September 18, 2020, defendant WARD  
26 used EDD debit card ending in 0538 in the name of S.M., a California  
27 prison inmate, to withdraw \$1,000 from a Bank of America ATM in Los  
28 Angeles, California, which was one of many ATM withdrawals totaling



1 approximately \$11,800 that defendant did using that fraudulently  
2 obtained EDD debit card.

COUNT TWO

[18 U.S.C. §§ 1028(a)(7), (b)(1)(D)]

4. On or about August 16, 2020, in Los Angeles County, within the Central District of California, defendant VANETDA CHAVETT WARD knowingly transferred, possessed, and used, without lawful authority, means of identification of another person, namely, the name and debit card number of M.N., in defendant WARD's residence in Los Angeles, California, with the intent to commit, to aid and abet the commission of, and in connection with the commission of, a violation of Federal law, namely, Conspiracy to Commit Bank Fraud, in violation of Title 18, United States Code, Section 1349, with said transfer, possession, and use affecting interstate and foreign commerce and resulting in obtaining anything of value aggregating \$1,000 or more during any one year period.

E. MARTIN ESTRADA  
United States Attorney

MACK E. JENKINS  
Assistant United States Attorney  
Chief, Criminal Division

BENJAMIN R. BARRON  
Assistant United States Attorney  
Chief, Santa Ana Branch Office

BRADLEY E. MARRETT  
Assistant United States Attorney  
Deputy Chief, Santa Ana Branch  
Office

CHARLES E. PELL  
Assistant United States Attorney  
Santa Ana Branch Office